

## STATE OF MARYLAND

### DEPARTMENT OF BUDGET AND MANAGEMENT

DIVISION (AGENCY): CENTRAL COLLECTION UNIT

ADDRESS: 300 West Preston Street, Room 503  
Baltimore, Maryland 21201

ISSUE DATE: July 18, 2000

SOLICITATION NO.: 2001-001

### INVITATION FOR BIDS

Bidders are invited to submit bids in conformance with the requirements established by the specifications herein.

#### PART I - BID INFORMATION

##### 1.1 Subject of Bid

This Invitation for Bids (IFB) invites individuals or firms to submit bids to the Maryland Department of Budget and Management/Central Collection Unit (DBM/CCU), a principal department of the State of Maryland (State), substantiating in detail their qualifications and capabilities to provide Process Service for a term of three years.

##### 1.2 Term

The term of the contract will be three years, August 25, 2000 to August 24, 2003.

##### 1.3 Issuing Office and Procurement Officer

The sole point of contact in the State for the purpose of this IFB is the Procurement Officer at the Issuing Office as follows:

Name: John E. Hand  
Title: Administrator, Central Collection Unit  
Agency: Department of Budget and Management

Location: 300 West Preston Street, Room 503  
Baltimore, Maryland 21201  
Telephone: (410) 767-1204

#### 1.4 Pre-Bid Conference

A pre-bid conference will not be held in conjunction with this solicitation.

#### 1.5 Questions

a. All communications regarding this solicitation are to be made solely through the Procurement Officer.

b. All questions, either verbal or written, should be submitted in a timely manner. In the case of questions not received in a timely manner, the Procurement Officer shall, based on the availability of his time to research and communicate an answer, decide whether he can answer an untimely submitted question before the proposal due date.

c. A summary of both questions and answers will be sent to all prospective bidders who were sent or who obtained this IFB through DBM/CCU or who are known to the Procurement Officer to have obtained the bidding documents. Anyone receiving this IFB from a source other than DBM/CCU should promptly notify the Procurement Officer. Questions should be directed to the Procurement Officer.

#### 1.6 Submission Deadline

The bid documents as required under Part IV of this Invitation for Bids are to be submitted in a sealed envelope captioned "**SERVICE OF PROCESS - BID ENCLOSED**". This submission must be received by the Procurement Officer at the Issuing Office by 12 NOON Eastern Standard Time on August 8, 2000. Requests for extensions of this date or time will not be granted. Except as permitted by COMAR 21.05.02.10, any late bid, late request for modification, or late request for withdrawal will not be considered. It is recommended that bids be hand delivered to the Issuing Office. Bidders mailing their bids should allow sufficient mail and internal delivery time to ensure receipt of their bids at the Issuing Office prior to the established closing date and time. Bids may not be submitted via fax machine.

#### 1.7 Preparation of Bid Price Form

Do not alter or change any wording on the Bid Price Form (Attachment D). The original and one (1) copy of the Bid Price Form shall be submitted. Bids shall be typewritten or written legibly in ink. All erasures shall be initialed in ink by the signer. All bids shall be signed in ink by a person authorized to bind the bidder.

#### 1.8 Preparation of Contract

All prospective bidders shall return a signed, filled out copy of the Procurement Contract (Attachment A) with their bid. Any bid returned without a signed, filled out contract shall be deemed to be non-responsive.

#### 1.9 Incurred Expenses

DBM/CCU and the State are not responsible for any expenses which may be incurred by bidders in preparing and submitting bids in response to this IFB.

#### 1.10 Duration of Bids

Bid prices are irrevocable for a period of ninety (90) days following bid opening.

#### 1.11 Bidder's Affidavits

Each bidder shall complete and submit with the bid, an original and one (1) copy of signed BID/Proposal Affidavit (Attachment B) and an original and one (1) copy of the Contract Affidavit (Attachment C). See paragraph 4.1.

#### 1.12 Minority Business Enterprise Notification

Minority business enterprises are encouraged to respond to this solicitation notice. Minority business enterprise vendors are encouraged to obtain certification from the Maryland Department of Transportation. All questions related to certification should be directed to:

MD Department of Transportation  
Office of Minority Business Enterprise  
P.O. Box 8755  
Baltimore/Washington International Airport  
Baltimore, MD 21240-0755  
Telephone: (410) 865-1244

If the bidder is a certified minority contractor, the certification number should be entered on the bid price form.

#### 1.13 Procurement Regulations

This IFB and any contract entered into as a result thereof, shall be governed by the State Procurement Law, codified in State Finance and Procurement Article of the Annotated Code of Maryland and in COMAR, Title 21, as amended.

#### 1.14 Revisions to IFB

If it becomes necessary to revise any part of this Invitation for Bids, amendments will be provided to all prospective bidders that were sent this Invitation for Bids or otherwise are known by the Procurement Officer to have obtained this IFB.

#### 1.15 Cancellation of IFB; Rejection of All Bids

DBM/CCU reserves the right to cancel this IFB in whole or in part or may reject all bids or may accept or reject, in whole or in part, any bid submitted in response whenever this action is determined to be fiscally advantageous to the State or otherwise in its best interests.

#### 1.16 Acceptance of Terms and Conditions

By submitting a bid in response to this IFB, the bidder shall be deemed to have accepted the terms and conditions set forth in the IFB and in the contract form included as Attachment A of this IFB.

#### 1.17 Access to Public Information Act Notice

A bidder should give specific attention to the identification of those portions of its bid submissions that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

#### 1.18 Compliance With Law/Arrearages

By submitting a bid in response to this IFB, the bidder, if selected for award, agrees that it will comply with all Federal, State and Local laws applicable to its activities and obligations under the contract.

By submitting a bid in response to this IFB, the bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the contract.

#### 1.19 Multiple or Alternate Bids

Multiple or Alternate Bids will not be accepted.

#### 1.20 Assignment

The contractor is prohibited from subcontracting, assigning, transferring, conveying, subletting, or otherwise disposing of its rights, title or interest under this agreement to any other person, company or corporation without the previous consent and approval in writing by the State.

### **PART II - SCOPE OF SERVICES**

## 2.1 Background Information

The Central Collection Unit handles delinquent accounts referred by the various State agencies and Colleges/Universities. Accounts, which require legal action, are referred to the Attorney General's Office assigned to the Central Collection Unit. With the approval of the Attorney General's Office, suits are initiated through the Clerk's office in the various District/Circuit Courts in Maryland. If the Clerk's office is unsuccessful in serving the summonses by certified mail, the cases are returned to the Central Collection Unit. If the address is valid, certified mail is attempted again. Occasionally, the Sheriff's office is used to serve summonses. If service is unsuccessful, the cases are referred to a private process server to effect service. The above is the current procedure used by the Central Collection Unit. What is needed at this time is the services of a contractor to:

- a. Serve process on debtors.
- b. Use affidavits in accordance with Rule 3-121b, Evasion of Service, Maryland Rules (and Rule 2-122a, Service by Posting or Publication, Maryland Rules).

## 2.2 Scope of the Project - Service of Process

Routine Service - The successful bidder should be able to perfect service of process in accordance with the Maryland Rules, Rule 3-121a.

Evasion of Service - The successful bidder should be able to comply with Rule 3-121b when affidavit for evasion of service is necessary and Rule 2-122a for service by posting or publication.

Background - Over the last 12 months, the Attorney General's Office filed 1,600 cases with the Clerks of the District Courts in Maryland and 16 cases with the Circuit Courts in Maryland. Out of this amount, approximately 60% are served by the Clerk's office.

The remainder, less out-of-state accounts, are reissued by the Central Collection Unit to the private process server (**approximately 600/year**). The cases are dispersed throughout Maryland in the following percentages: Baltimore/Metropolitan Area-66%; DC Suburbs-23%; Southern Maryland-2%; Western Maryland-5%; Lower Eastern Shore-2%; and Upper Eastern Shore-2%. Of these cases, the private process server has been approximately 60% successful (360/year). The current fee being paid for service is \$24.00.

Accounts referred for service of process may include, but are not limited to, National Direct Student Loans, school accounts with tuition, fees and fines, State Highway Administration, Department of Health and Mental Hygiene State Hospitals, Injured Workers' Insurance Fund, Department of Natural Resources, Department of Human Resources, etc.

Process service would be needed for individuals and corporations. The Central Collection Unit will submit a Summons and Complaint which includes the debtor's name and most recent address. Whenever possible, the Central Collection Unit will provide a date of birth and place of employment to help perfect service.

When applicable, the successful bidder will be required to provide skip tracing techniques to accomplish the process of service.

### 2.3 Bid Price

The Department will not pay for non-est, skip trace, and cancelled request for service before service is obtained.

The bid price submitted on the bid form shall remain firm for the duration of the contract.

## **PART III - MINIMUM QUALIFICATIONS**

Bidders must complete a Minimum Qualifications Document (Attachment E) to verify that the following minimum qualifications are met. The Procurement Officer, on behalf of the Department and in the exercise of his discretion, may or may not contact one or more of any cited references, and in addition, may contact any other reference of his choosing.

### 3.1 Experience

Bidders must demonstrate that they have three (3) years minimum experience in the serving of process.

### 3.2 References

Bidders must provide a minimum of two (2) references of work performed of a similar nature as requested in this IFB.

### 3.3 Scope of Services

Bidder must positively reply to the Scope of Services items on the Minimum Qualifications Document (Attachment E).

## **PART IV - BID SUBMISSION**

### 4.1 Bid Format

An original and one copy of the following must be included in the bidder's bid submission:

- a. Minimum Qualifications Document (Attachment E).
- b. Bid Price Form (Attachment D).
- c. Bid/Proposal Affidavit (Attachment B).
- d. A filled-out and signed Contract (Attachment A).  
Bids returned without a signed, filled-out

- contract will be deemed non-responsive.
- e. Contract Affidavit (Attachment C).

**PART V - BID EVALUATION AND AWARD**

**5.1 Bid Opening**

Bids shall be opened on August 8, 2000 at 1:00 PM at the Central Collection Unit, 300 West Preston Street, Room 503, Baltimore, MD 21201.

Award of the contract will be to the responsive and responsible bidder who has met the minimum qualifications outlined in PART III of this IFB and submits the lowest ATotal Bid Price@.

**ATTACHMENT A**

CONTRACT  
BETWEEN  
STATE OF MARYLAND  
DEPARTMENT OF BUDGET AND FISCAL PLANNING -  
CENTRAL COLLECTION UNIT  
AND

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**THIS AGREEMENT** (the "Agreement"), is made (Note: CCU will complete the date) as of the \_\_\_\_ of \_\_\_\_\_, 20\_\_ by and between the Maryland Department of Budget and Management/Central Collection Unit, ("Department") and \_\_\_\_\_ (the "CONTRACTOR") whose principal address is \_\_\_\_\_.

The Department and the CONTRACTOR do mutually agree as follows:

1. **Services to be Provided.**

(a) Subject to the provisions of this Contract, the Contractor shall provide service of process in accordance with the solicitation dated, July 18, 2000, attached as Attachment F and incorporated by reference herein.

(b) CCU retains the unilateral right to require changes in the scope of services so long as the changes are within the general scope of work to be performed hereunder.

2. **Term of Agreement.**

Performance under this Agreement shall commence on August 25, 2000, and shall continue through August 24, 2003. At the sole option of the Department, this Agreement may be extended upon the same terms and conditions for two successive, one-year renewal periods.

3. **Compensation and Method of Payment.**

(a) Compensation. Contractor shall be compensated for services satisfactorily performed at the rate of \_\_\_\_\_.

(b) Method of Payment. Payments to the Contractor shall be made no later than thirty (30) days after Department's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

(c) Tax Identification Number. Contractor's Federal Tax Identification Number is \_\_\_\_\_. Contractor's Social Security Number is \_\_\_\_\_ (Individual Contractor Only). Contractor's Federal Tax Identification Number or Social Security Number shall appear on all invoices submitted by the Contractor to Department for payment.

4. **Procurement Officer**

The Department designates John E. Hand to serve as Procurement Officer for this Agreement. All contact between the Department, and the Contractor regarding all matters relative to this Agreement shall be coordinated through the Procurement Officer.



**5. Responsibility of Contractor**

The CONTRACTOR shall perform the services with that standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar to the services hereunder.

**6. Delays and Extensions of Time**

The Contractor agrees to perform this Agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

**7. Set-Off**

The Department may deduct from and set-off against any amounts due and payable to the CONTRACTOR any back-charges, penalties, or damages sustained by the Department, by virtue of any breach of this Contract by the Contractor. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

**8. Dissemination of Information**

The Contractor shall not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of the Department. The Contractor shall keep all records and information received from the State confidential.

**9. Integration; Contract Modification**

Except for changes in the scope of services governed by Section 1 (b) of the Contract, this Contract may not be modified except by a written instrument executed by both parties and approved as required by State law.

**10. Nonhiring of State and Departmental Employees**

No employee of the State of Maryland, or any department, commission,

agency, or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with said State of Maryland, or any department, commission, agency, or branch thereof.

**11. Disputes**

Disputes arising under this Contract shall be governed by Title 15, Subtitle, 2, of the State Finance and Procurement Article of the Annotated Code of Maryland by Subtitle 10 of Title 21 of the Code of Maryland Regulations. Pending resolution of any dispute, the Contractor shall proceed with the performance of this Contract in accordance with the Procurement Officer's instructions. Unless a lesser period is provided by applicable statute, regulations, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

**12. Maryland Governs**

This Contract shall be interpreted and enforced according to the laws of Maryland.

**13. Nondiscrimination in Employment**

The Contractor agrees:

(a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;

(b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and

(c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**14. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Agreement. For breach or violation of this warranty, the Department may terminate this Contract without liability or deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingency.

#### 15. Termination

(a) Termination for Default - If the Contractor fails to fulfill its obligations under this Contract or otherwise violates any provision of this Contract, the Department may terminate this Contract by written notice to the Contractor. The notice shall specify the act or omission relied on as cause for termination. All finished or unfinished work products provided by the Contractor shall become the property of the Department. The Department shall pay the Contractor fair and equitable compensation, based on the Contractor's applicable Exhibit I rate, for satisfactory performance prior to receipt of notice of Termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the Department can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

(b) Termination of Contract for Convenience - This Contract may be terminated by the Department, in whole or in part, whenever the Department determines that termination is in the best interest of the State. The Department shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits that have not been earned up the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

#### 16. Contingent on Appropriations

This Contract shall be cancelled automatically if the General Assembly fails to appropriate funds, or if funds are not otherwise made available, for continued performance in any fiscal year succeeding the first fiscal year. Automatic cancellation is effective at the beginning of the fiscal year for which funds were not appropriated or otherwise made available. Automatic cancellation under this Article does not affect either the Department's rights or the Contractor's rights under any other termination clause in this Contract; its effect is to discharge both the Contractor and the Department from future

performance of the Contract, but not from their rights and obligations existing at the time of termination. Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The Department shall notify the Contractor as soon as the Department has knowledge that funds may not be available for the continuation of the Contract for each succeeding fiscal period beyond the first.

**17. Warranties**

The Contractor hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

(b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

(c) It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;

(d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract;

(e) It has full right, power, and authority to execute and perform this Contract; and

(f) It warrants that no franchising or territorial agreements prohibit or prevent it from fully performing this Contract.

**18. Subcontracting and Assignment**

The Contractor may not assign any interest in this Contract or subcontract for the performance of any of the Contractor's obligations under this Contract without the prior written consent of the Procurement Officer.

**19. Document Retention**

The Contractor shall maintain and retain all records and other documents relating to this Contract for a period of three years from the date of final payment under the Contract or any applicable statute of limitations, whichever is longer and will make the documents available for inspection and audit by authorized State representatives including the Procurement Officer or designee, at all reasonable times.

**20. Indemnity and Insurance**

The Contractor shall indemnify the State, the Department, and the various departments, agencies, boards, and commissions to which services are rendered, as well as their respective officers, agents, and employees, and shall hold those same entities harmless from any liability arising out of the performance of this Contract, whether or not the injury is caused directly or indirectly by the Contractor or its employees, agents, or subcontractors.

**21. Suspension of Work**

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State.

**22. Political Contribution Disclosure**

The Contractor shall comply with Article 33, '30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$10,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

**23. Financial Disclosure by Persons Doing Business With the State**

Vendors and customers providing materials, equipment, supplies or services to the State of Maryland herewith agree to comply with State Finance and Procurement Article, Section 13 - 221 of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of 5 percent or more of the contracting business.

**24. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement and have

caused their respective seals to be affixed hereto on or before the date first set forth herein.

**WITNESS/ATTEST:**

**For The Contractor:**

\_\_\_\_\_ By: \_\_\_\_\_ (SEAL)

Name (Typed) \_\_\_\_\_

\_\_\_\_\_  
Title

**WITNESS:**

**For The Department:**

\_\_\_\_\_ By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
John E. Hand

Name

\_\_\_\_\_  
Administrator

Title

Approved for Legal Sufficiency:

\_\_\_\_\_  
Assistant Attorney General

Attachments: Attachment B: Bid/Proposal Affidavit  
Attachment C: Contract Affidavit  
Attachment D: Bid Price Form  
Attachment E: Minimum Qualifications Document  
Attachment: Invitation For Bids

**ATTACHMENT B**

**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the [title] \_\_\_\_\_

and the duly authorized representative of [business] \_\_\_\_\_

\_\_\_\_\_

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

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**C. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. ' ' 1961, et seq., or the Mail Fraud Act, 18 U.S.C. ' ' 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

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#### **D. AFFIRMATION REGARDING DEBARMENT**

##### **I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing



the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

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**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show or competition in the compilation of the accompanying bid or offer that is being submitted;

2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**H. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of

Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$10,000 or more shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

#### **J. DRUG AND ALCOHOL FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

#### **I CERTIFY THAT:**

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

- (ii) The business' policy of maintaining a drug and alcohol free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Program all employees engaged in the performance of the contract with a copy of the statement required by ' 2(b), above;
- (h) Notify its employees in the statement required by ' 2(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under ' 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under ' 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace;
- (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of ' 2(a)-(j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in ' 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification:

(b) The violation of the provisions of, COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

**K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

1. The business named above is a (domestic \_\_\_\_\_) (foreign \_\_\_\_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the DLLR - Unemployment Insurance Division, as applicable and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**L. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The contractor, architect, or engineer warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

**M. ACKNOWLEDGEMENT**

**I ACKNOWLEDGE THAT** this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative  
and Affiant)

**ATTACHMENT C**

COMAR 21.07.01.25  
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_  
and the duly authorized representative of \_\_\_\_\_  
(business)  
and that I possess the legal authority to make this Affidavit on behalf of myself and the business for  
which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_\_\_) (foreign \_\_\_\_\_) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Unemployment Insurance Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal affidavit dated \_\_\_\_\_, 20\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
(Authorized Representative and Affidavit)

**ATTACHMENT D**

**BID PRICE FORM**

State of Maryland  
Department of Budget and Management  
Central Collection Unit  
300 West Preston Street, Room 503  
Baltimore, MD 21201

We hereby submit our bid to provide service of process to the Department of Budget and Management/Central Collection Unit.

Having carefully examined the AInvitation For Bids@ for the subject project and having received clarification on all items upon which any doubt arose, the undersigned proposes to furnish service of process at the following unit rate.

**THREE YEAR RATE** (8/25/00 - 8/24/03)

\_\_\_\_\_ x 1,800 Cases = \_\_\_\_\_ TOTAL BID PRICE

\_\_\_\_\_  
The undersigned certifies that the Bidder is ( ) is not ( ) a certified MBE. If Bidder is certified, its Maryland Department



of Transportation MBE Certification Number is \_\_\_\_\_  
\_\_\_\_\_.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_  
\_\_\_\_\_  
(Owner, Partner or  
Officer)

FIRM: \_\_\_\_\_  
\_\_\_\_\_

ATTACHMENT E

MINIMUM QUALIFICATIONS DOCUMENT

(Attachments Can Be Included)

**IMPORTANT NOTE: ALL (4) ITEMS MUST BE ANSWERED**

Contractor (Include Name, Address, and Telephone Number)

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1. Experience (Detail years of experience in the serving of process.)

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2. References (List two and include contract person and telephone number.)

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3. Routine Service (State routine service efforts that will be taken.)

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4. Evasion of Service (Acknowledge understanding Rule 3-121b and Rule 2-122a requirements.)

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